

12-17-2002



Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102313548  
PATENT ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

AngioMedics II Incorporated

12-11-02

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: November 18, 2002

2. Name and address of receiving party(ies)

Name: Michael Kasinkas

Internal Address:

Street Address:  
11700 26<sup>th</sup> Avenue North

City: Plymouth

State: MN

Zip: 55441

Additional name(s) & address(es) attached:

☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is:

A. Patent Application No.(s):

09/712,709

B. Patent No.(s):

5,053,033 5,620,438 5,833,682 5,964,751  
6,200,307

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas J. Engellenner  
NUTTER MCCLENNEN & FISH LLP

Internal Address: Atty. Dkt.: 101356-1

Street Address:  
World Trade Center West  
155 Seaport Boulevard

City:  
Boston

State: MA Zip: 02210-2604

6. Total number of applications and patents involved:

6

7. Total fee (37 CFR 3.41)

\$ 240.00

☒ Enclosed

☐ Authorized to be charged to deposit account

☐ Authorized to be charged to credit card  
(Form 2038 enclosed)

8. Deposit account number:

141449

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas J. Engellenner  
Name of Person Signing

Signature

December 5, 2002  
Date

Total number of pages including cover sheet, attachments, and documents: 5

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PATENT  
REEL: 13563 FRAME: 0626

## **SALE OF ASSETS AGREEMENT**

This Sale of Assets Agreement (the "Agreement") is entered into as of November 18, 2002, (the "Effective Date"), by and between AngioMedics II Incorporated (the "Company"), and the party or parties whose names are set forth below (the "Buyer").

WHEREAS, the Company is the owner of the entire right, title and interest in and to certain patents and patent application as set forth in Schedule 1 attached hereto (the "Patents");

WHEREAS, the Company wants to sell and Buyer wants to purchase the entire right, title and interest in and to the Patents, together with any and all causes of action and rights of recovery for past infringements of the Patents, and all of the rights vested in the Company by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which the Company became vested with said ownership, including the right, title, and interest in and to any and all improvements acquired pursuant to the terms of said instruments of assignment; and

NOW THEREFORE, in consideration of the above premises and the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The Company hereby sells, assigns, transfers and conveys to Buyer the entire right, title and interest in and to the Patents and in and to any division, continuation, reissue and extension of the Patents, together with all of its rights under the International Convention, and all other rights vested in the Company by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which the Company became vested with such ownership, including its right, title and interest in and to any and all improvements acquired pursuant to the terms of such instruments of assignment, and each and every Letters Patent, both foreign and domestic, which is granted on any application which is a division, substitution or continuation of the Patents, and in and to each and every reissue or extension of the Patents.

2. The Company further sells, assigns, transfers and conveys to Buyer its entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Patents.

3. The Company hereby warrants and represents that it has not entered into any assignments, contracts or other understandings with third parties which would conflict with the rights herein granted.

4. Nothing in this Agreement shall be deemed to be a representation or warranty by the Company of the validity of any of the Patents.

5. The Company shall have no liability whatsoever to any Buyer or any other person for or on account of any injury, loss or damage of any kind or nature sustained by, or any damage assessed or asserted against, or any other liability incurred by or imposed upon any Buyer or any other person arising out of or in connection with or resulting from (i) the production, use or sale of any apparatus or product, or the practice of the Patents; or (ii) any advertising or other promotional activities with respect to any of the foregoing; and each Buyer agrees to indemnify and defend the Company and its officers, directors, stockholders, employees and agents from and against any liability or expense arising from any such claim asserted by any party, including reasonable attorneys' fees. Such indemnity and defense obligation shall apply to any claims made by employees, subcontractors, sublicensees or other agents of any Buyer as well as any member of the general public.

6. Miscellaneous.

(a) The parties agree that if any part, term or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

(b) The waiver of a breach hereunder may be effected only by a writing signed by the waiving party and shall not constitute a waiver of any other breach.

(c) This Agreement represents the entire understanding between the parties, and supersedes all other agreements, express or implied, between the parties concerning the subject matter hereof.

(d) A provision of this Agreement may be altered only by the written consent of the parties.

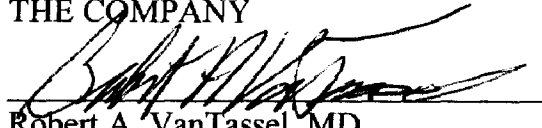
(e) This Agreement shall be construed in accordance with the substantive laws of the State of Minnesota without regard to the conflicts of laws principles thereof.

(f) The terms, covenants and provisions of this Agreement shall inure to the benefit of the Company, its successors, assigns, and/or legal representatives (and, with respect to Section 5, all persons named therein as the beneficiaries of the indemnification and hold harmless agreement of Section 5), and shall be binding upon each Buyer, its successors, assigns and/or other legal representatives.

(g) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

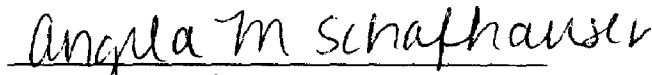
IN WITNESS WHEREOF, the Company has executed and delivered this instrument this  
3rd day of DECEMBER, 2002.

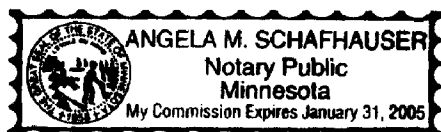
THE COMPANY

  
Robert A. VanTassel, MD  
Chairman of the Board of Directors

State of Minnesota )  
                                  ) SS.  
County of Hennepin )

On this 3rd day of December, 2002, before  
me appeared Robert A. VanTassel, MD, the person  
who signed this instrument, who acknowledged  
that he or she signed it as a free act on behalf of  
the identified corporation with authority to do so.

  
Angela M. Schafhauser  
Notary Public



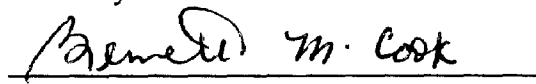
IN WITNESS WHEREOF, the Buyer has executed and delivered this instrument this  
14th day of NOVEMBER, 2002.

BUYER

  
Name: MICHAEL KASINKAS  
Title:

State of Minnesota )  
                                  ) SS.  
County of Hennepin )

On this 14th day of November, 200<sup>2</sup>, before  
me appeared Michael Kasinkas,  
the person who signed this instrument, who  
acknowledged that he or she signed it as a free act  
on behalf of the identified corporation with  
authority to do so.

  
Bernetta M. Cook  
Notary Public



**SCHEDULE 1  
PATENTS**

1. *Inhibition of Restenosis by Ultraviolet Radiation* by Richard H. Clarke, US Patent Number 5,053,033 issued 10/1/91
2. *Method and Apparatus for Treating Vascular Tissue Following Angioplasty to Minimize Restenosis* by Amplatz et al., US Patent Number 5,620,438 issued 4/15/97
3. *Light Delivery System with Blood Flushing Capability* by Amplatz et al., US Patent Number 5,833,682 issued 11/10/98
4. *Light Delivery System with Blood Flushing Capability* by Amplatz et al., US Patent Number 5,964,751 issued 10/12/99
5. *Treatment of In-Stent Restenosis Using Cytotoxic Radiation* by Kasinkas et al., US Patent Number 6,200,307 B1 issued 3/13/01
6. *Treatment of In-Stent Restenosis Using Cytotoxic Radiation* by Kasinkas et al., US patent application number 09/712,709 filed 11/14/00